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NOTES OF CASES.

Animals—Knowledge of Viciousness—Negligence.—One who knows, or should know, that his steer is vicious, is held, in *Harris v. Carstens Packing Co.* (Wash.) 6 L.R.A.(N.S.) 1164, to be liable for injuries inflicted by the animal on travelers, if it strays unattended onto the highway, although the owner is guilty of no negligence, and has taken extraordinary precautions to prevent the animal from doing harm.

Bill of Lading—Purchase of Draft Attached to.—The purchase of a draft attached to a bill of lading is held, in *Lewis v. W. H. Small & Co.* (Tenn.) 6 L.R.A.(N.S.) 887, not to transfer title to the goods, so as to render the purchaser of the draft responsible upon the contract in accordance with which the property is shipped.

Carriers of Passengers—Ejection—Tickets and Fares.—The right of a conductor to eject a passenger from a car when the station to which his ticket reads is passed, and he refuses to pay additional fare, is sustained in *Virginia & S. W. R. Co. v. Hill* (Va.) 6 L.R.A.(N.S.) 899, notwithstanding his contract calls for a ticket to a more distant point, and the ticket held by him was issued by mistake.

Carriers of Passengers—Negligence Per Se.—A passenger who, while traveling on a rapidly moving railroad car, intentionally and needlessly projects his arm, or a part thereof, out of the window of the car, is held, in *Interurban R. & T. Co. v. Hancock* (Ohio) 6 L.R.A.(N.S.) 997, to be guilty of negligence, as matter of law.

Carriers of Goods—Connecting Carriers—What Constitutes Conversion.—Refusal of a connecting carrier to surrender freight,—at least after a reasonable time to ascertain facts,—upon tender of the rate stipulated for in the carriage contract, which is in excess of its own portion of the through rate, because of a way bill in its possession calling for a larger sum, which is subsequently admitted to be a mistake, is held, in *Beasley v. Baltimore & P. R. Co.* (App. D. C.) 6 L.R.A.(N.S.) 1048, to be a conversion for which trover will lie.

Carriers of Goods—Liability for Delay in Shipment.—Where the agent of a terminal carrier at the station to which freight is carried demands a sum as freight greater than that fixed in the bill of lading issued by the initial carrier, and, in consequence of the consignee's refusal to pay more than the latter sum, the shipment is not delivered for a period of ten days, the last carrier is held, in *Goodin v. Southern R. Co.* (Ga.) 6 L.R.A.(N.S.) 1054, not to be liable in damages to the consignee on account of such delay, even though at the expiration of the time named the goods are delivered upon the